

Funding Deed

Activity Schedule

Deed Parties

AHV
(We, Us, Our)

Name: Aboriginal Housing Victoria Limited
 ABN 38 006 210 546

Email: grantprograms@ahvic.org.au

Contact: Andrea Levey (Manager Sector Development, AHV)
 0414 469 518

ACCO or TO Recipient
(You, Your)

Name: [##insert name and ACN or ABN]

Address: [##insert]

Tel: [##insert]

Email: [##insert]

Contact: [##insert]

Activity

Funding Program: *Supporting Aboriginal Registration (SAR)*

Activity: [##insert name and description of funded activity]

Activity Objectives: [##insert purpose/goals of Activity]

Activity Period: Start Date: [##insert start date eg: date of this Deed]
 End Date: [##insert]

Activity Plan: [##where a separate plan has been prepared for the activities the subject of the funding, that plan should be referred to here or attached to this Deed and the words 'see attached plan dated ##' inserted here. Where a plan is outlined in the ACCO's funding application and is to be incorporated by reference, insert the words 'as described in Your application for the Funding.']

Funding and payment

Funding The total amount of the Funding is \$[##insert] (GST inc)

Payment Subject to this Deed, the Funding will be paid at the time specified below:

Expected date for payment	Amount (GST excl.)	GST	Total Amount (GST incl.)

Payment will be made by direct transfer to Your nominated account:

Account Name:

Account Number:

BSB Number:

Bank Name:

Reports

Do reporting obligations under clause 7 apply? **##Yes** or **##No**. [If yes, please complete the section below].

Report	Due Date	Form/Content
Final Progress report and Acquittal	At completion of grant program Activities	A brief written report by an authorised officer on progress of the Activity and Acquittal of funding received.
Additional progress reports and progress Acquittals.	As discussed, and agreed upon with individual recipients	A brief written report by an authorised officer on progress of the Activity and Acquittal of funding received.

Additional Conditions

Are there any additional conditions that apply to the grant? **##Yes** or **##No**. [If yes, please complete the section below. If not, please delete the text below and insert 'not applicable'].

##insert any additional conditions required

Execution

Executed as a Deed:

##Execution clauses for AHV and ACCOs to be inserted

General Terms

1. Deed scope

- 1.1 This Deed is made up of:
- (a) the Activity Schedule;
 - (b) these General Terms; and
 - (c) any other document referenced in the Activity Schedule.
- 1.2 Any inconsistency between the documents referred to in clause 1.1 above will be resolved in the above descending order of precedence (with clause 1.1(a) taking highest priority).

2. Activity

- 2.1 You must undertake the Activity in accordance with this Deed, including that You must:
- (a) conduct the Activity within the Activity Period, in a way that promotes and achieves the Activity Objectives, with due care and in accordance with Your Activity Plan;
 - (b) comply with applicable laws, Funding Program conditions imposed by the Victorian Government;
 - (c) hold all necessary licences, consents and approvals required to conduct the Activity;
 - (d) not subcontract or vary the Activity without Our prior approval; and
 - (e) complete the Activity by the End Date.
- 2.2 You must not make any change to your Activity, Activity Objectives, Activity Period or Activity Plan without Our prior written consent. Any request for consent for a change to the Activity, Activity Objectives, Activity Period or Activity Plan must be made in writing to Us and clearly labelled as a request for consent to a change.

3. Funding and payment

- 3.1 You must use the Funding only for the Activity and during the Activity Period.
- 3.2 Provided You comply with this Deed, We will pay the Funding to You in accordance with its terms.

4. Taxes, duties and charges

- 4.1 It is Your responsibility to pay all taxes, duties and government charges imposed in connection with this Deed.
- 4.2 If GST is payable on any supply You make under this Deed and You are registered for GST, then, on receipt of a correctly rendered tax invoice (or in conjunction with the issue of a recipient created tax invoice (RCTI) if applicable and agreed) We will pay You an amount equal to the GST payable, in addition to and at the same time that the consideration for the supply is provided under this Deed.

- 4.3 If RCTI are issued in respect of the Funding, You agree that:
- (a) We will issue You with an RCTI; and
 - (b) You will not issue a tax invoice, in respect of any taxable supply that You make under this Deed.
- 4.4 You must immediately notify Us if Your GST registration changes. If, for any reason, We pay You an amount which is more than the GST imposed on a particular supply by You to Us, You must immediately repay Us the excess or We may set off the excess against any other amounts due to You.

5. Withholding and repayment

- 5.1 We may, by notice, withhold payment of any Funding if We reasonably believe that You have received funding from Homes Victoria for the same Activities, if You have not complied or are unlikely to comply with this Deed, or that Your actions will damage Our reputation or that of the Funding Program.
- 5.2 In addition to repayment of unspent Funding on termination, We may require You to repay any Funding within no less than twenty (20) business days of notice from Us to do so if:
- (a) You have incorrectly claimed the Funding or We have overpaid You;
 - (b) You have not spent the Funding in accordance with this Deed;
 - (c) the Funding is unspent at the end of the Activity Period; or
 - (d) You have received funding from Homes Victoria for the same Activities.
- 5.3 If You do not make any required repayment of Funding by the due date We may recover the amount as a debt due to Us without the need for further proof.

6. Acknowledgment

- 6.1 You must acknowledge the Funding in any public statements about the Activity or the Funding, using the form of acknowledgement (if any) stated in the Activity Schedule. You may only use Our logo with Our prior written approval.
- 6.2 If requested, You must use Your best efforts to ensure We have the opportunity to participate in media coverage or other promotion of the Activity.
- 6.3 You must promptly remove Our acknowledgement and logo from any material relating to the Activity if We reasonably request it.
- 6.4 You must promptly inform Us if You receive funding of any kind from Homes Victoria for any part of the Activities. You also acknowledge that We may inform Homes Victoria of any Funding that we provide to You.

7. Reports

- 7.1 You must comply with any requirements stated in the Activity Schedule for Reports including acquittals.
- 7.2 If We do not accept a Report as satisfactory, You must submit a revised Report within ten (10) business days of Our request.

8. Records and audit

- 8.1 You must keep complete and accurate records of the Activity and expenditure of the Funding (including invoices and receipts) for the Activity Period plus six (6) months thereafter and make them available to Us on request.
- 8.2 We may audit expenditure of the Funding, and You must cooperate in any audits including by permitting reasonable access to, and copying of, Your records and providing reasonable assistance to the auditor. Any such audit will be at Our expense.

9. Intellectual Property

- 9.1 Unless We own any such materials in accordance with clause 9.2, You grant to Us a permanent, non-exclusive, irrevocable, royalty-free, licence (including the right to sub-license) to use, reproduce, communicate, publish, adapt and modify, and otherwise exercise all IP Rights in or to, for non-commercial, government purposes, all material You provide to Us under this Deed.

- 9.2 We own all IP Rights in:

- (a) the Reports, and any other reports that You provide to Us during the Activity Period; and
- (b) any material You provide to Us that the parties have agreed in writing (including as stated in the Activity Schedule) is to be owned by Us,

and You assign (and must procure the assignment of) all such IP Rights to the Us immediately upon its creation.

- 9.3 To the extent that:

- (a) We own any relevant materials accordance with clause 9.2; or
- (b) We otherwise provide to You any other materials which We own,

We grant to You a non-exclusive, revocable, non-transferable, royalty free licence during the Activity Period to use, reproduce, modify and adapt such material for the sole purpose of, and only to the extent necessary to perform, the Activity.

- 9.4 In relation to any material You provide to Us under this Deed, You warrant that:

- (a) Our use of such material in accordance with this Deed will not infringe any third party's IP Rights; and
- (b) You have obtained all necessary moral rights consents from all creators of such materials for Us to use and adapt such materials without

restriction or any requirement to attribute authorship to such creators.

- 9.5 In this clause 9, **IP Rights** means all industrial and intellectual property rights whether created now or in the future, whether recognised in Australia or overseas, whether or not they are registered or capable of being registered and includes (without limitation), the rights in patents, knowhow, copyright, designs, semi-conductor or circuit layout rights, trade marks, trade secrets, plant breeder's rights, business or company names or other proprietary rights.

10. Confidentiality and privacy

- 10.1 Neither party may disclose the other's confidential information without the other's prior written consent, unless the disclosure is:

- (a) required or authorised by law, Parliament, Our responsible Minister or this Deed;
- (b) required to perform this Deed;
- (c) required by Us for a governmental purpose including research and analysis, monitoring, evaluation and reporting; or
- (d) to the recipient party's professional advisers for the purpose of advice, or to its insurer for the purpose of claim management.

- 10.2 You must deal with personal information consistently with the information protection principles under the *Privacy and Personal Information Protection Act 1988* and must not cause Us to breach that Act.

- 10.3 You must immediately notify Us if You become aware of a breach of confidentiality or privacy (including any breach of this clause).

11. Adverse events

- 11.1 You must promptly notify Us of anything likely to have an adverse impact on the Activity (for example, a delay) and, in consultation with Us, take available steps to lessen that impact.

12. Insurance

- 12.1 You must maintain adequate insurance for the Activity Period and provide certificates of currency on request.

13. Indemnity

- 13.1 You must indemnify Us and keep Us indemnified from and against any claim, loss or damage arising in connection with this Deed.

- 13.2 Your obligation to indemnify Us under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by Us contributed to the relevant loss or damage.

14. Disputes

- 14.1 Except in the case of urgent, interlocutory proceedings, neither of Us must begin legal proceedings in relation to a dispute without first trying

for no less than ten (10) business days to negotiate a resolution.

15. Termination for cause

- 15.1 We may terminate this Deed by notice if We are reasonably satisfied that You have:
- (a) breached this Deed and We consider that the breach cannot be remedied or You have not remedied the breach within ten (10) business days of receipt of a notice from Us to do so;
 - (b) acted in a way that will cause damage to Our reputation or to the reputation of the Funding Program; or
 - (c) provided false or misleading information in Your Funding application.

16. On termination

- 16.1 Unless otherwise agreed, You must, within ten (10) business days of termination, repay any unspent Funding and provide any Reports, or other agreed material then due or that We reasonably request.

17. General

- 17.1 This Deed does not make You Our employee, agent or partner.
- 17.2 This Deed may only be varied in writing, signed by both of us.
- 17.3 You must not sub-contract or transfer this Deed to another party without Our prior consent.
- 17.4 A notice under this Deed:
- (a) must be in writing and delivered to the other party at its address or email address as specified in the Activity Schedule or as that party otherwise directs; and
 - (b) is taken to be delivered:
 - (i) if by hand or by registered post, on delivery to the address for service and a signature received as evidence of delivery;
 - (ii) if by post (other than registered post), on the sixth (6th) business day after posting; and
 - (iii) if by email, on receipt by the sender of confirmation of delivery (by confirmation of delivery notification from an email server or a written acknowledgement from the recipient),

provided that, if delivery or receipt is on a non-business day or is later than 5pm (Melbourne time) it will be taken to be delivered at 9am on the next business day.

- 17.5 This Deed may be executed in any number of counterparts which taken together will form one Deed.

- 17.6 Clauses 5 (Withholding and repayment), 7 (Reports), 8 (Records and audit), 9 (Intellectual Property), 10 (Confidentiality and privacy), 13 (Disputes), 16 (On termination), this clause 17.6 and any other clause of this Deed that of its nature survives expiry or termination shall survive the expiry or termination of this Deed.

- 17.7 This Deed is governed by the laws of Victoria and the parties submit to the jurisdiction of the courts of that State.

- 17.8 In relation to the electronic exchange and execution of documents:

- (a) the parties may exchange executed counterparts of this Deed, or any other document required to be executed under this Deed, by delivery from one party to the other party by emailing a PDF (portable document format) copy of the executed counterpart to that other party as an attachment to an email or by transmitting the executed counterpart electronically via a secure digital platform such as DocuSign ("Electronic Delivery");
- (b) Electronic Delivery of an executed counterpart will constitute effective delivery of the executed counterpart as if the original had been received, from the date and time that the email was sent, provided that the sending party does not receive a delivery failure message within a period of 24 hours of the email being sent; and
- (c) electronic signatures complying with a law applicable in New South Wales will be deemed original signatures for the purposes of this Deed and any such digital, scanned or electronically applied signature is to be treated in all respects as having the same effect as an original signature.

- 17.9 Except where the context otherwise requires:

- (a) the terms set out in the left column of the Activity Schedule have the meaning ascribed to them in the right column of the Activity Schedule;
- (b) a reference to a statute, regulation, ordinance or by-law will be deemed to extend to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing that law from time to time;
- (c) no rule of construction operates to the detriment of a party only because that party was responsible for the preparation of this Deed or any part of it;
- (d) the word 'includes' in any form is not a word of limitation; and
- (e) the headings and contents list in this Deed are for convenience only and do not affect the interpretation of this Deed.